

AUG 8 2014

STATE OF NORTH CAROLINA
COUNTY OF VANCE

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION

14 CVS 806

VANCE COUNTY, NORTH CAROLINA

Plaintiff

v.

CHRISTA HARRIS REAVIS, and
CHARLES BRYON REAVIS
Defendants

VERIFIED COMPLAINT

VANCE COUNTY, N.C.

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FILED

NOW COMES the Plaintiff, by and through its attorney of record, and alleges as follows:

PARTIES

1. The Plaintiff, Vance County ("County") is a body politic and corporate of the State of North Carolina.
2. The Defendant, Christa Harris Reavis is a citizen and resident of Vance County, North Carolina.
3. The Defendant, Charles Bryon Reavis is a citizen and resident of Vance County, North Carolina.

FACTUAL BACKGROUND

4. The allegations contained in paragraphs 1 through 3 above are re-alleged and incorporated herein by reference.
5. Vance County is a North Carolina governmental body, which operates using public funds collected pursuant to its taxing authority and received through other governmental functions and operations.
6. Ms. Reavis was hired as an Accounting Clerk for Vance County on February 14, 2005 and was employed within the Finance Department until July 18, 2014.
7. In her position as Accounting Clerk/Finance Technician, Ms. Reavis held a position of trust and confidence, and part of her duties was to be the alternate

for the County Finance Department to enter the payments for the County's accounts payables into the computer accounting software, to wit: enter the names and amounts for individuals and businesses who were to be paid by Vance County, and after the same were approved by the Finance Director, would print the checks as entered and approved.

8. At some point in time prior to August 2, 2007, Ms. Reavis devised a scheme to embezzle, steal, defraud or otherwise take funds from Vance County.
9. Ms. Reavis initially conspired with Mr. Reavis to steal funds from Vance County by using Mr. Reavis' name as the payee on the fraudulent checks. Upon information and belief, after the parties separated from the marriage between the two Defendants, Ms. Reavis began using her name as the payee on these fraudulent checks.
10. Ms. Reavis, without authority and for her and that of her former husband's benefit, when no such sums were due to either party, would falsely create checks payable under the name of a valid vendor of Vance County and alter the Payee's name to either Charles Reavis' or Christa Reavis' name before the checks were printed. After the checks were printed, Ms. Reavis would then alter the payee's name within the financial accounting software to return the name of the Payee back to the Vendor's name the check was entered into the computer representing payment to such Vendor, thereby disguising, concealing and hiding the fact that they check was printed with a payee's name different than what she put into the accounting software.
11. Each month, Ms. Reavis, after previously negotiating the forged instruments during the month prior, would then additionally abuse her position and authority and gain access to the monthly bank statement and returned, cancelled checks, and would remove each fraudulent check made out to her or her husband from the County's records.
12. During the period of August 2, 2007 through June 19, 2014 Ms. Reavis fraudulently entered, changed and forged Vance County checks totaling in excess of \$379,000.00. This conspiracy was so well hidden that a complete listing and amount of the funds embezzled has yet to be finalized after the Finance Director has spent two weeks investigating and trying to make such a determination.
13. Upon information and belief, Ms. Reavis used Vance County funds to purchase a Toyota Tundra, which has since been replaced with a (the "Vehicle"), and to make a down payment and the monthly mortgage payments for a house located at 94 Oak Forest Drive, Henderson, North Carolina, 27537.

14. As a consequence of the forgoing, Vance County and the citizens of Vance County have suffered damages in an amount which is in excess of \$400,000.00 as follows: (a) loss of funds due to forged and altered checks in the amount of \$379,000.00; (b) the salaries paid to employees for investigation, reporting, testifying, and other time related to the investigation and prosecution of this embezzlement and fraud by an employee. In addition, Plaintiff has incurred tremendous bank research and copying fees, and attorneys' fees and is entitled to interest on all the foregoing.

FIRST CLAIM
(Conversion-Ms. Reavis, Mr. Reavis)

15. The allegations contained in paragraphs 1 through 13 above are re-alleged and incorporated herein by reference.
16. The Defendants wrongfully assumed and exercised control and ownership over monies owned by Plaintiff without Plaintiff's authorization for their own personal use and benefit to the exclusion of Plaintiff's rights as the true owner.
17. The Defendants' actions constitute conversion.
18. As a direct and proximate result of the Defendants' conversion, Plaintiff has suffered damages in excess of \$10,000 plus interest, costs and attorneys' fees as allowed by law.

SECOND CLAIM
(Trespass to Chattels – Ms. Reavis)

19. The allegations contained in paragraphs 1 through 17 above are re-alleged and incorporated herein by reference.
20. Ms. Reavis dispossessed Plaintiffs of its monies without Plaintiffs' authorization to the exclusion of Plaintiffs' rights as the true owner.
21. Ms. Reavis' actions constitute trespass.
22. As a direct and proximate result of Ms. Reavis' trespass, Plaintiff has suffered damages in excess of \$10,000.00 plus interest, costs and attorneys' fees as allowed by law.

THIRD CLAIM
(Breach of Fiduciary Duty and Fraud – Ms. Reavis)

23. The allegations contained in paragraphs 1 through 22 above are re-alleged and incorporated herein by reference.

24. Ms. Reavis held a position of trust and confidence with respect to Plaintiffs' accounts and that of the public.
25. Ms. Reavis, due to her employment and position, owed a fiduciary duty to Vance County and the public.
26. Ms. Reavis breached her fiduciary duty to Vance County and the public by, among other things:
 - (a) Forging and altering checks from Plaintiffs' accounts without Plaintiffs' authorization;
 - (b) Using the forged and altered checks to transfer funds from Plaintiff's accounts for the Defendants' own benefit;
 - (c) Stealing the County's records by removing the cancelled checks made out to her and her husband.
27. Ms. Reavis benefited financially from her breaches of fiduciary duty.
28. The above-described actions of Ms. Reavis constitute constructive fraud for which Plaintiffs are entitled to have a constructive trust imposed on the Vehicle and any other property from which funds can be traced.
29. As a direct and proximate result Ms. Reavis' breach of fiduciary duty, Plaintiff has suffered damages in excess of \$10,000 plus interest, costs and attorneys' fees as allowed by law.

FOURTH CLAIM
(Unjust Enrichment – Ms. Reavis and Mr. Reavis)

30. The allegations contained in paragraphs 1 through 29 above are re-alleged and incorporated herein by reference.
31. Ms. Reavis, Mr. Reavis have benefited directly at Plaintiffs' expense. Said benefits include the monies taken from Plaintiffs by Defendants.
32. Ms. Reavis and Mr. Reavis wrongfully obtained said monies at Plaintiffs' expense.
33. To allow Ms. Reavis and Mr. Reavis to keep the benefits would result in their being unjustly enriched at Plaintiffs' expense and ultimately at the expense of the public.
34. Plaintiff is entitled to recover from Ms. Reavis and Mr. Reavis these benefits of these unjust enrichment an amount in excess of \$10,000 plus interest, cost and attorneys' fees as allowed by law.

FIFTH CLAIM
(Civil Conspiracy – Ms. Reavis and Mr. Reavis)

35. The allegations contained in paragraphs 1 through 34 above are re-alleged and incorporated herein by reference.
36. Ms. Reavis and Mr. Reavis entered into secret agreements and conspired to defraud Plaintiffs pursuant to a common scheme.
37. Upon information and belief, in furtherance of their conspiracy, Defendants engaged in one or more overt acts, committed by at least one conspirator, and committed in furtherance of the conspiracy, which includes devising a scheme whereby Ms. Reavis would forge and alter checks from Plaintiff's accounts to herself and Mr. Reavis to be used for the personal benefit of Ms. Reavis and Mr. Reavis.
38. Plaintiff has been damaged by the Defendants' conspiracy in an amount that is in excess of \$10,000.00 plus interest, costs and attorneys' fees as allowed by law.

SIXTH CLAIM
(Punitive Damages)

39. The allegations contained in paragraphs 1 through 38 above are re-alleged and incorporated by reference as fully set forth herein.
40. The Defendants actions not only deprived the Plaintiff of the funds they embezzled, but the funds were public dollars held pursuant to the public trust and the use of such funds is strictly limited by the laws of North Carolina.
41. Ms. Reavis has been arrested and charged with embezzlement, fraud and theft from a public body in an amount exceeding \$100,000.00.
42. Plaintiff is entitled to punitive damages as a result of Ms. Reavis' and Mr. Reavis' intentional fraudulent, wrongful, malicious and egregious misconduct and intentional disregard of and indifference to Plaintiffs' rights. Plaintiffs are entitled to imposition of an award of punitive damages pursuant to NCGS§ 1-538.2 and NCGS §1D-1 et seq. in order to punish Defendants for their egregiously wrongful acts and to deter Defendants and others from committing similar wrongful acts.

SEVENTH CLAIM
(Constructive Trust)

43. The allegations contained in paragraphs 1 through 42 above are re-alleged and incorporated herein by reference.
44. Plaintiffs' funds were used by Ms. Reavis and Mr. Reavis to, among other things, purchase the Vehicle.
45. Plaintiff is entitled to have the Vehicle seized. Plaintiff is also entitled to recover any other property from which funds can be traced ("Property").

EIGHT CLAIM

(Civil liability for larceny, shoplifting, theft by employee, embezzlement, and obtaining property by false pretense pursuant to NCGS§ 1-538.2)

46. The allegations contained in paragraphs 1 through 45 above are re-alleged and incorporated herein by reference.
47. Ms. Reavis has been arrested and charged, among other charges, pursuant to NCGS § 14-90.
48. Pursuant to NCGS§ 1-538.2, Vance County is entitled to recover the amount of any money lost by reason of the theft, embezzlement and fraud of an employee. In addition to the above, Vance County is entitled to recover any consequential damages, and punitive damages, together with reasonable attorneys' fees.
49. Plaintiff is entitled to an award for the costs incurred in connection with the investigation and prosecution of this matter.

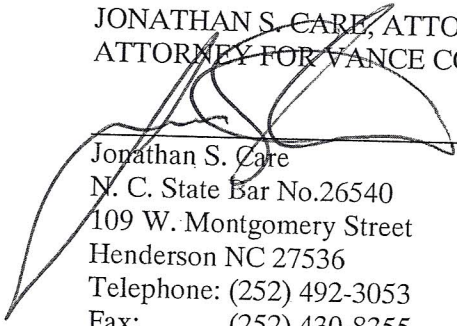
WHEREFORE, Plaintiff prays the Court:

1. That Judgment be entered against Defendants, Ms. Reavis and Mr. Reavis jointly and severally, in the amount proven at trial, plus interest and costs as allowed by law;
2. That Judgment be entered against Defendants, Ms. Reavis and Mr. Reavis jointly and severally, for the administrative and investigative costs and the consequential damages incurred by Plaintiff;
3. For the Court to declare a constructive trust on the Vehicle currently owned by Ms. Reavis and the Property in favor of Plaintiff in the amount of \$379,000.00;
4. That punitive damages be awarded to Plaintiff against Ms. Reavis and Mr. Reavis;

5. That, to the fullest extent permitted by law, Plaintiff be awarded pre-judgment and post-judgment interest on all damages proven at trial;
6. For all costs of this action, including reasonable attorneys' fees, be awarded to Plaintiff and taxed against Defendants; and
7. For a Jury Trial; and
8. For such other and further relief as the Court finds necessary to accord Plaintiffs complete relief.

This the 8 day of August, 2014.

JONATHAN S. CARE, ATTORNEY AT LAW, P.A.
ATTORNEY FOR VANCE COUNTY



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STATE OF NORTH CAROLINA

COUNTY OF VANCE

VERIFICATION

I, Jerry Ayscue, Vance County Manager, being duly sworn, depose and say that I have read the foregoing Complaint and know the contents thereof, and that the same is true of my own knowledge, except as to matters therein stated upon information and belief, and as to those matters, I believe them to be true.

Vance County

By:

Jerry L. Ayscue
Jerry Ayscue, Manager

Sworn and subscribed before me
this 8 day of August, 2014.

Anna H. Walker

Notary Public

My Commission Expires: 10-16-14

